

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Covington & Burling 1201 Pennsylvania Avenue, N.W. Washington, DC 20004	2. Registration No. 5621
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3. Name of foreign principal Commonwealth of Australia	4. Principal address of foreign principal The Embassy of Australia 1601 Massachusetts Ave, N.W. Washington, DC 20036
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5. Indicate whether your foreign principal is one of the following:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify): _____ |
- ☐ Individual-State nationality _____

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6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
The Embassy of Australia
- b) Name and title of official with whom registrant deals.
Jan Adams Minister/Counselor (Commercial)

7. If the foreign principal is a foreign political party, state:

- a) Principal address.
- b) Name and title of official with whom registrant deals.
- c) Principal aim.

8. If the foreign principal is not a foreign government or a foreign political party,

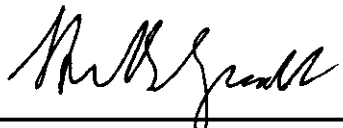
a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A 5/7/04	Name and Title Stuart E. Eizenstat Partner	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Covington & Burling
1201 Pennsylvania Avenue, N.W.
Washington, DC 20004

2. Registration No.

5621

3. Name of Foreign Principal

Commonwealth of Australia

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

As described in the letter of engagement, Covington & Burling will advise and assist the Commonwealth of Australia in developing options to seek the modification of United States laws concerning conditions on certain visas for Australian citizens in the United States. Covington & Burling will advise the Commonwealth of Australia on possible legal and regulatory paths for achieving the Commonwealth's objectives and, where appropriate, assist in drafting such legislation or regulations, and seeking their adoption before Congress and appropriate agencies.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See question 7.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See question 7.

Date of Exhibit B	Name and Title	Signature
5/7/04	Stuart E. Eizenstat Partner	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

COVINGTON & BURLING

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LONDON
BRUSSELS

April 29, 2004

Ms. Jan Adams
Acting Deputy Chief of Mission
Australian Embassy Washington
1601 Massachusetts Avenue, NW
Washington, DC 20036-2273

Dear Ms. Adams:

We are very pleased to confirm that we will represent the Commonwealth of Australia. We appreciate the opportunity to work with you on this matter.

Scope of the Engagement: The Commonwealth of Australia will be our client in this representation and not any other affiliates or related parties. We will provide professional services on a non-exclusive basis to assist the Commonwealth in efforts to modify United States laws concerning conditions on certain visas for Australian citizens in the United States. We will advise the Commonwealth on possible legislative and regulatory paths for achieving the Commonwealth's objectives and, where appropriate, assist in drafting such legislation or regulations.

Terms: The initial term of the representation will for six months. In addition, this engagement will be renewable by mutual agreement for successive six month periods beginning with calendar year 2005.

Fees: In consideration for our services and in lieu of our billing by the hour, the Commonwealth agrees to pay us a monthly fee of \$25,000 for the first month and \$15,000 each month thereafter through calendar year 2004. Travel outside of the Washington, D.C. metropolitan area will be reimbursed only if authorized in advance by the Commonwealth.

Other: It is understood that we are responsible for filing timely semi-annual reports pursuant to the Lobbying Disclosure Act of 1995, as well as any other reports required by law. Upon written request, we shall confirm in writing to you that we have filed all reports required by, and are otherwise in full compliance with, all federal, state, and local laws, including without limitation, the Lobbying Disclosure Act of 1995, and we shall furnish to you all such reports filed with any government authority during the term of this agreement.

Notices: Any notices under this engagement are to be delivered in writing to the parties at their respective addresses.

Ms. Jan Adams
April 29, 2004
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Additional Provisions: We will at all times comply with the Embassy's reasonable directions regarding the performance by us of the services under this agreement. The terms and conditions for the performance of our services contained in the Request for Tender for the Provision of Consultancy Services Relating to an Australian-United States Free Trade Agreement dated October 7, 2002, are incorporated by reference and made a part of this agreement as if fully set forth herein. We will comply with all federal, state, and local laws in connection with the performance of our services under this agreement. Either party may terminate this agreement at any time, without liability to the other party on account of such termination, upon giving five business days advance written notice to the other party. However, you have agreed that we will be paid for a minimum of four months of work, including the \$25,000 fee for the first month. Nothing in this agreement shall constitute, or be construed as constituting, the formation of any agency, partnership, or similar relationship by or between the parties.

You have asked whether the firm is insured for professional liability claims. We are currently insured under primary and excess professional liability insurance policies that have limits substantially in excess of \$10 million per claim, and \$20 million in the aggregate.

We will provide all reasonable assistance requested by the Commonwealth, in respect of any administrative or statutory review, audit or inquiry, request for information and inquiry conducted by Parliament or any Parliamentary Committee concerning this engagement. In addition, we will abide by the attached provisions concerning confidential information.

Our records reveal no existing adverse representation of another client on any matter that is substantially related to this matter. Our records also reveal no existing representations in other matters of another client which is an adverse party to you in this matter. Without your prior consent, we will not undertake any substantially related adverse representation in the future, nor will we undertake substantially related adverse representations with respect to other matters we may subsequently undertake on your behalf.

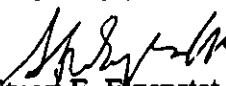
However, you agree that we will have the right to represent other clients on business transactions, counseling, litigation, legislation or other matters that do not have a substantial relationship to any matter on which we are representing the Commonwealth of Australia, even if in such matters the interests of the Commonwealth of Australia or of an affiliate may be adverse, or if the other client happens to be adverse to the Commonwealth of Australia in a matter in which we are representing the Commonwealth of Australia and the other client is represented by other counsel.

I trust this letter accurately states our mutual understanding. If you have questions about any aspect of it, please let me know promptly; otherwise I would appreciate your confirming our understanding by signing and returning a copy of this letter to me.

We very much appreciate your selecting our firm to assist you, and we look forward to working with you on this matter.

Ms. Jan Adams
April 29, 2004
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Very truly yours,


Stuart E. Elzenstat

Agreed to:

The Commonwealth of Australia

By: 

Ms. Jan Adams
April 29, 2004
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Attachment

Confidential Information

The law firm will ensure that any material provided by the Commonwealth for the purposes of this engagement is protected at all times from: (a) unauthorized access; (b) use by a third party; and (c) misuse, damage or destruction by any person.

The law firm will not directly or indirectly disclose the Commonwealth's Confidential Information except where it is legally required to do so.

The law firm and the Commonwealth may disclose Confidential Information which: (a) relates to details of the engagement that are required to be published pursuant to Commonwealth policy and Commonwealth reporting requirements; (b) is required by law to make public; or (c) is part, or becomes part, of the public domain otherwise than by breach of this attachment.

In this attachment, "Confidential Information" means information that: (a) is by its nature confidential; (b) is designated by the Commonwealth as confidential; or (c) the law firm knows or ought to know is confidential; and which: (d) is disclosed in writing, orally or by any other means by the Commonwealth or by any person on the Commonwealth's behalf to the law firm or an employee, officer or agent of the law firm; or (e) comes to the knowledge of the law firm or an employee, officer or agent of the law firm by any means; but not including: (f) information which is or becomes public knowledge other than by a breach of this attachment or by any other unlawful means; and is in the possession of the law firm without restriction in relation to disclosure before the date of receipt from the Commonwealth; or has been independently developed or acquired by the law firm.